

EXHIBIT A

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AMENDMENT TO POWER PURCHASE AGREEMENT

THIS AMENDMENT TO POWER PURCHASE AGREEMENT (this "Amendment") is entered into on this 25th day of September, 2017, by and between **OLANTA SOLAR, LLC**, a North Carolina limited liability company ("Seller"), and **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("Buyer").

Buyer and Seller are herein referred to collectively as the "Parties" and individually as a "Party." Notwithstanding anything set forth herein, neither this Amendment nor any modification contemplated hereunder will be effective unless and until both Parties have executed and delivered this Amendment, and such date shall be the "Effective Date" of this Amendment.

Whereas, Buyer and Seller are parties to that certain Power Purchase Agreement, effective as of January 25, 2016, (the "Agreement");

[REDACTED]

[REDACTED]

Whereas, the Parties now desire to amend the Agreement pursuant to the terms set forth below.

Now Therefore, in consideration of the promises, mutual covenants and conditions set forth herein in this Amendment, the Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be bound hereby, the Parties agree as follows:

1. **Limited Amendment.** The modifications to the Agreement specified in this Amendment shall be limited to the matters addressed herein and shall not be considered as a precedent for or obligate either Party to make any future agreements or modifications whether similar or dissimilar.

2. **Definitions.** Article 1 of the Agreement is hereby amended to add the following definition:

[REDACTED]

3. **Amendment to Revise the Term.** Section 3.1 of the Agreement is hereby replaced in its entirety with the following:

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[REDACTED]

[REDACTED]

4. **Performance Assurance Requirements.**

[REDACTED]

5. **Amendment to Replace the Performance Security Table.** The Performance Security Table set forth in Section 5.2.2 of the Agreement is hereby replaced in its entirety with the following:

PERFORMANCE SECURITY TABLE

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

6. **Amendments to Replace Certain Exhibits.**

(i) **Exhibit 2 (Contract Price).** Exhibit 2 attached to the Agreement is hereby replaced in its entirety with the Exhibit 2 attached to this Amendment.

(ii) **Exhibit 3 (Operational Milestone Schedule).** Exhibit 3 attached to the Agreement is hereby replaced in its entirety with the Exhibit 3 attached to this Amendment.


7. **Cost Recovery.** Pursuant to Section 24.5 of the Agreement, Seller shall pay Buyer an administration charge of [REDACTED] which shall be due and payable within five (5) Business Days after the Effective Date of this Amendment.

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8. **No Further Amendment.** Except as herein amended, all terms and conditions of the Agreement are hereby reaffirmed and shall remain in full force and effect as previously written and shall be construed as one document with this Amendment.
9. **Regulatory Approvals.** Seller represents and warrants to Buyer that, as of the date of this Amendment, Seller has obtained such approvals as may be required by all applicable regulatory bodies in connection with, or related, the matters addressed in this Amendment.
10. **Representations and Warranties.** Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so; (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment; (v) each Party has completely read, fully understands, and voluntarily accepts every provision hereof; (vi) each Party agrees that neither Party shall have any provision hereof construed against such Party by reason of such Party drafting any provision of this document; and, (vii) nothing in this Amendment intended to modify or otherwise clarify the intent of any provision of the Agreement, except to the extent expressly modified hereby.
11. **Defined Terms.** All capitalized terms not defined herein shall have the same meaning ascribed to such term in the Agreement.
12. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to choice of law doctrines.
13. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

Duke Energy Progress, LLC

By: 

Name: Gary Freeman

Title: GM DER Compl, Origination & Ops,
Renewable Gen Dev & Wholesale

Date: September 25, 2017

Olanta Solar, LLC

By: 

Name: Matthew McGowan

Title: Authorized Person

Date: 9/25/17

1. **Financing Milestone Commitment.** Seller shall deliver to Buyer a complete financing package (including all necessary construction, equity and debt financing) with one or more letters or agreements of commitment that in the aggregate commit to provide complete financing of the Facility, and each of which meet all of the minimum requirements set forth below, as determined by Buyer in Buyer's Commercially Reasonable discretion. Buyer has no responsibility or obligation of

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any kind to Seller or any other person or entity in connection with any aspect of Seller's financing or the Financing Milestone Commitment.

- 1.1. The commitment package is fully underwritten, executed and binding (not "best efforts," a term sheet, or some lesser commitment), subject only to Commercially Reasonable customary closing conditions (so long as such customary closing conditions do not dilute or reduce the binding nature of the financing commitment).
 - 1.2. The commitment package is in an amount that is sufficient to fund the construction of the Facility and for the Facility to achieve Commercial Operation.
 - 1.3. Seller and any investors and lenders have fully agreed as to all of the material terms of their respective transactions.
 - 1.4. All investors and lenders have completed their due diligence and approved the form of the power purchase agreement, panel supply agreement, engineering procurement and construction contract and other significant agreements, subject only to the execution and delivery of those documents, and the preliminary construction budget for the Facility; provided, however, if the documents are not in final form, the investors and lenders have approved the then-current form of such documents.
 - 1.5. Investors and lenders retain no further approval rights with respect to size, site or technical aspects of the Facility, except for Commercially Reasonable approval of the Facility as built.
 - 1.6. None of Seller, lender or investor require an estoppel, collateral estoppel, or consent to the collateral assignment of the Agreement from Buyer.
 - 1.7. The commitment is free of conditions to effectiveness relating to the internal approvals of such financing parties.
 - 1.8. There is no general condition to financing that the investors and lenders be satisfied with the Facility (other than the investor and/or lender's right to approve the Facility as built).
2. **Final System Design Under Interconnection Agreement.** Seller shall deliver to Buyer a copy of the design specifications delivered by Seller to the Transmission Provider as of Seller's execution of the facility study agreement with the Transmission Provider, which design specifications shall be deemed as the "final" system design for purposes of Seller's obligation to timely achieve the Commercial Operation Date set forth above in this Exhibit 3. The final design specification documents delivered by Seller shall be labeled as "**FINAL**", and shall be sealed with a North Carolina Professional Engineer for purposes of establishing the final design submitted by the Seller based on which the Transmission Provider will determine impacts to the System and construct interconnection facilities for Seller to interconnect with the System and perform under this Agreement. If Seller determines to modify the design submitted as the "Final" system design, Seller shall submit the modified "final" design to Buyer. Seller understands that changes in system design may be deemed as material or significant design changes by the Transmission Provider, and could result in the Transmission Provider withdrawing Seller's position in the transmission queue or otherwise withdrawing Seller's transmission request, as may be determined by the Transmission Provider. Seller agrees and acknowledges that any changes to the system design shall be at Seller's sole risk and liability, and shall not excuse Seller's performance or liability under this Agreement.
3. **Required Permits and Approvals.** Seller shall identify and list all Permits necessary for Seller to design, construct, test, commission, and fully operate the Facility. Seller shall also identify and list the individual deadline by which Seller must secure each of the Permits for Seller to achieve the Commercial Operation Date set forth above in this Exhibit 3. Seller shall keep Buyer informed of its efforts to secure the Permits, including, without limitation, informing Buyer of the date when the request for the Permit is submitted to and date that the final Permit is obtained from the appropriate Governmental Authority. For each identified Permit, Seller shall provide Buyer written notice, and any supporting documentation requested by Buyer in its Commercially Reasonable Discretion, that the identified Permits have been obtained, including, without limitation, any approvals from the appropriate Governmental Authority approving the land use, site plan and construction of the Facility.
4. **Commencement Readiness Requirements.** Seller shall deliver to Buyer the list of major development and construction activities, together with deadlines for the commencement and successful completion of those activities for Seller to achieve the Commercial Operation Date set forth in this Exhibit 3. For each identified activity, Seller shall provide Buyer

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written notice, and any supporting documentation requested by Buyer in its Commercially Reasonable Discretion, that the Identified activity has been commenced and/or successfully completed. The list of major development and construction activities, together with commencement and completion deadlines, will include each of the following:

- 4.1. Proof of Seller's rights and interest in the site upon which the Facility is to be constructed, including the applicable sale agreement or long-term lease.
- 4.2. Delineation of any long lead-time procurement items, including a schedule for ordering and proof of such activity.
- 4.3. A Facility construction and operation key milestone schedule, reflecting the critical milestone events for design and construction of the facility including the date upon which Seller shall achieve: thirty and ninety percent detailed design; site mobilization and commencement; mechanical completion; substantial completion; and final completion.
- 4.4. Identification of Seller's key personnel, with primary responsibility for the design and construction of the Facility and communications with Buyer.
- 4.5. Seller's performance and capacity testing plan, in which Seller defines the performance output requirements of the Facility and describes the procedures and timing for all testing that will be conducted to demonstrate whether the Facility meets the applicable performance requirements and conditions.